

Webinar Facilitation Agreement Terms and Conditions

This agreement is made between:

1. Voice4Change England, registered charity 1140624, registered office 2c Falkland Road, London NW5 2PT ('the Supplier')

2. You ('the Customer')

PURPOSE OF THIS AGREEMENT

The Customer wishes to employ the service of Voice4Change England to provide one-time webinar facilitation in line with the support offer outlined above. In accepting the service, you agree to be bound by the terms and conditions contained in this Agreement.

This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written, express or implied other than those contained in this Agreement.

The Supplier reserves the right to revise these Terms and Conditions at any time.

PAYMENT TERMS

The Customer shall pay the Supplier the agreed fee prior to the commencement of any service delivery. Payment must be made within 7 working days upon receipt of the invoice from the Supplier.

Marketing add ons can be added to the package at any time before the webinar delivery and can be billed separately if required.

The fee is inclusive of VAT.

Non-payment from the Customer will result in a cancellation of the service.

CONFIDENTIALITY

"Confidential Information" refers to any information disclosed by the Customer to the Supplier verbally, in writing, or electronically, that is designated as confidential or that, by its nature, ought to be treated as confidential.

This may include, but is not limited to:

- Customer's business plans, marketing strategies, and financial information.
- Presentation content and materials for the webinar.

The Supplier will:

- hold all Confidential Information in strict confidence and will not disclose it to any third party without the prior written consent of the Customer
- use Confidential Information only for the purpose of facilitating the webinar and delivering the agreed-upon services.
- take all reasonable precautions to protect the confidentiality of the Information, using the same degree of care that it uses to protect its own confidential information, but no less than a commercially reasonable standard.
- restrict access to Confidential Information to its employees and contractors who have a need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations.

The Supplier will not be obligated to keep Confidential Information confidential if such information is:

- Publicly known at the time of disclosure, or becomes publicly known through no fault of the Supplier
- Lawfully acquired by the Supplier from a third party without a confidentiality obligation.
- Required by law to be disclosed by a valid court order or other governmental regulation.

LIMITATION OF LIABILITY

Voice4Change England strives to deliver exceptional webinar facilitation services. However, to manage expectations and ensure a clear understanding of our responsibilities, the following limitations apply:

- **Best Efforts, Not Guarantees:** We will use our best efforts to ensure a smooth and successful webinar experience. However, we cannot guarantee specific outcomes such as audience engagement levels, registration numbers, or attendee satisfaction.
- **Client Content & Materials:** We reserve the right to view the webinar content ahead of the webinar, and reserves the right to have final sign off, not limited to topic and speakers.
- **Technical Issues:** We will use a reliable webinar platform and provide technical support throughout the process. However, we cannot be held liable for technical issues beyond our control, such as internet outages, platform malfunctions, or compatibility problems with client-provided materials.
- **Third-Party Services:** If additional external services are used outside of our core facilitation package, we are not liable for any issues arising from those services.
- **Limitation of Damages:** Our total liability under this Agreement will not exceed the amount paid by the client for the specific webinar facilitation service.

We are not liable for any consequential, indirect, incidental, punitive, or special damages arising out of or related to this Agreement, even if advised of the possibility of such damages.

This Limitation of Liability clause shall not apply to the extent prohibited by applicable law.

FORCE MAJEURE

Force Majeure" refers to any event or circumstance beyond the reasonable control of either party that prevents or hinders the performance of any of its obligations under this Agreement.

This may include, but is not limited to:

- Natural disasters, extreme weather events, pandemic etc.
- Acts of war, terrorism, civil unrest, or public disorder
- Strikes, labour disputes, or lockouts
- National emergencies
- Government restrictions, regulations, or embargoes
- Power outages, internet outages, or technological disruptions affecting the webinar platform

The affected party will use reasonable efforts to minimize the impact of the Force Majeure event and resume performance of its obligations as soon as practicable.

The affected party will promptly notify the other party in writing of the occurrence of a Force Majeure event and its expected duration.

In the event of a Force Majeure event, the Supplier will work with the Customer to explore alternative arrangements for the webinar, such as:

- Rescheduling the webinar to a later date.

Neither party will be liable for any delay or failure to perform its obligations under this Agreement due to a Force Majeure event. This clause shall not relieve either party of its obligations under this Agreement that can be performed despite the Force Majeure event.

CUSTOMER RESPONSIBILITIES

1. Content and Materials:

- The Customer is responsible for providing all content and materials necessary for the webinar, including:
 - Presentation slides (in a compatible format)
 - Speaker scripts or talking points
 - Any handouts, polls, or quizzes to be used during the webinar
- The Customer is responsible for ensuring the accuracy and completeness of all provided content.
- The Supplier is not liable for the detailed content of any webinars, the quality of presentation, or learning outcomes that did not entirely meet expectations.

2. Speaker Availability:

- The Customer is responsible for ensuring the designated speaker(s) are available for the scheduled webinar date and time.
- The Customer is responsible for any costs associated with speaker participation

3. Approvals:

- The Customer is responsible for obtaining any necessary approvals for the webinar content (e.g., copyright clearances, legal reviews).
- The Supplier must approve the final script, presentation slides, and marketing materials before the webinar.

4. Promotion and Registration:

- The Supplier will promote the webinar within the allowances of the core package.
- The Supplier can provide further marketing materials and support with promotion upon request
- The Supplier is responsible for managing the registration process for attendees

5. Technical Requirements:

- The Customer is responsible for ensuring their speakers have the necessary equipment and internet connection for a successful webinar.

6. Cooperation and Communication:

- The Customer agrees to cooperate with the Supplier throughout the planning and execution of the webinar.
- The Customer will designate a primary point of contact for communication with the Supplier

MARKETING MATERIALS

1. Ownership:

- The Supplier retains ownership of all concepts and creative elements developed for the standard marketing materials included in the base service (e.g., email templates, social media posts).
- The Customer will own any customised marketing materials created for the specific webinar that the Customer has produced.

2. Usage:

- The Supplier reserves the right to use the standard marketing materials (excluding client-specific customisations) for its own promotional purposes, such as showcasing its services on its website or marketing materials.
- The Customer is granted a non-exclusive, limited license to use the final, customized marketing materials solely for promoting the specific webinar.
- Customer use of the marketing materials beyond the specific webinar (e.g., repurposing for future events) requires written permission from the Supplier

3. Third-Party Materials:

- If the Customer provides any third-party materials (e.g., logos, images) for the marketing materials, the Customer warrants that they have the necessary rights and permissions to use such materials for the webinar.

4. Promotion:

- The Customer acknowledges that there is a minimum 2-week suggested timeframe prior to the webinar to allow for the development and promotion of marketing materials.

DATA OWNERSHIP

The Supplier will use personal information of registered attendees for the purposes of

- (a) providing access to the webinar
- (b) providing customer support and other similar activities related to the webinar
- (c) keeping registered attendees informed about the Supplier's products, services, offers and upcoming events.

The Supplier may also provide personal information about registered attendees to the Customer for the purpose of providing direct marketing offers which the Supplier thinks may be of interest. If the registered attendees do not wish to receive information about other products, services, offers and events, notify the Supplier in writing.

For the purposes of this Agreement, the Supplier and Customer agree that each party acts as an independent data controller. Each party shall (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law, (ii) only process the other party's personal data as reasonably necessary to perform its obligations and exercise its rights under this agreement; (iii) ensure that it has obtained all necessary rights, permission and/or consents required for the disclosure of personal data to the other party as specified in the agreement, and (iv) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. For the purposes of this agreement, the terms personal data, controller, processor, processing, data subject and supervisory authority shall have the meanings ascribed to them under GDPR.

TERMINATION BY THE SUPPLIER

The Supplier may, by written notice, terminate this Agreement or suspend its performance of all or any of its obligations under it immediately and without liability for compensation or damages.

CANCELLATION BY THE CUSTOMER

A Customer who has purchased a service may cancel their booking, on the condition that they do so in writing to enquiries@voice4change-england.co.uk

Any cancellation that takes place prior to any work undertaken by the Supplier will receive a full refund.

A cancellation part way through the service will receive a refund for the original price paid for the subscription will be issued, less the cost of the work already undertaken. This cost will be determined by the Supplier on a case-by-case basis and is dependent on the point of cancellation.

FEEDBACK

The Customer agrees to complete the service delivery feedback form provided by the Supplier and provides consent, unless stated otherwise, for their feedback to be used for promotional and marketing purposes by the Supplier.

The Customer can request that webinar feedback is captured. This request must be made during the pre-session meeting. Where webinar feedback is captured by the Supplier, the feedback data shall be provided by the Supplier no later than 1 week after the webinar has taken place.

LAW AND JURISDICTION

This Agreement is subject to and governed by the laws of England and Wales and the Customer and Supplier submit and consent to the jurisdiction of the English courts.